

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

In Re: MARY M. MCDERMOTT Debtor	Chapter 13 Bankruptcy No. 16-17792
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**AMENDED DEBTOR'S MOTION TO SELL REAL ESTATE FREE AND CLEAR OF LIENS
AND ENCUMBRANCES, TO APPROVE BROKER'S COMMISSION, AND TO PERMIT
DISTRIBUTION OF SALE PROCEEDS**

Debtor/Movant, by and through her counsel, Michael D. Hess, Esquire and Burke & Hess, hereby files this Motion to Sell Real Estate Free and Clear of Liens and Encumbrances, to Approve Broker's Commission, and to Permit Distribution of Sale Proceeds ("Motion"), pursuant to 11 U.S.C. Section 363(b) and Bankruptcy Rule 6004(c), and in support thereof represents as follows:

BACKGROUND

1. The Movant is the Debtor in the above captioned proceeding and are adult individual who owns real property located at 6423 Radcliffe Street, Bristol, PA 19007 (the "Premises").
2. The Movant filed a petition for relief ("Petition") under Chapter 13 of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., on September 10, 2012.
3. Tom DeStefano (referred to hereinafter as the "Buyer") entered into an Agreement of Sale with the Debtor to purchase the Premises for the sum of \$125,000.00 (the "Purchase Price").
4. The terms and conditions of the proposed purchase of the Premises are set forth in the Agreement of Sale between the Buyer and the Movant, a copy of which is attached hereto as Exhibit "A."
5. The Movant believes that the offer of \$125,000.00 for the Premises is fair and reasonable in all respects. The Premises were marketed by Hearthside Realty Inc d/b/a Coldwell Banker Hearthside ("Broker"), a respected Broker licensed by the Commonwealth of Pennsylvania with no connection to the Movant other than the representation of the Movant in the sale and marketing of the Premises.
6. An appraisal of the property setting forth a value of \$135,000.00.
7. It is in the best interests of the bankruptcy estate to sell the Premises to the Buyer pursuant to the terms and conditions of the Agreement of Sale. The sale of the Premises will allow the Movant to pay all lienors, as more fully set forth herein, to pay all other creditors in full, and will further allow the Movants to realize all of their available bankruptcy exemptions in the property.

8. In accordance with the terms of the Agreement of Sale, the Broker and the Movant have agreed that the Broker will earn a commission equal to 0% of the Purchase Price, said commission to be paid to the Broker at settlement on the sale of the Premises.
9. The aforesaid Broker's commission is fair and reasonable in all respects, and is the usual, customary and ordinary commission on a residential real estate transaction in Bucks County.
10. The Movant intends to distribute the sale proceeds of the Premises at settlement. Such distribution shall include, in the following order,
 - a. all real estate taxes and other tax obligations owed by the Movant that are a lien on the Premises pursuant to the laws of the Commonwealth of Pennsylvania or any of its political subdivisions or agencies;
 - b. the transfer tax, as set forth in the Agreement of Sale;
 - c. the usual and customary costs of settlement paid by sellers pertaining to the transfer of residential real estate in Bucks County, Pennsylvania;
 - d. the Broker's commission of 0% of the Purchase Price;
 - e. all secured claims including the mortgage;
 - f. to the extent that proceeds remain available after payment of the foregoing items, the proceeds will be paid to the Chapter 13 Trustee, for distribution in accordance with further order of this Court up to the full value of all claims.
 - g. any amount remaining after 100% funding of the Chapter 13 plan and all related fees and expenses shall be paid to the Debtor after Discharge.

WHEREFORE, Movants respectfully requests this Honorable Court to enter an Order, in the form attached to the face hereto, approving the sale of the Premises free and clear of liens and encumbrances, approving the Broker's commission, and approving the distribution of the proceeds thereof in accordance with the terms of this Motion.

Respectfully submitted,

BURKE & HESS

by: /s/ Michael D. Hess

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